

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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DACOLA SHORES PROPERTIES, LLC,

Case No. 6:16-06263-MAT

Plaintiff,

vs.

ERIE INSURANCE COMPANY,

Defendant.  
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PLAINTIFF DACOLA SHORES PROPERTIES, LLC, by its attorney RAYMOND C. STILWELL, ESQ., complaining of the defendant, alleges and states as follows:

1. This action was removed to this Court by defendant pursuant to 28 U.S.C. §§1441(b) and 1446 and is a civil action for money damages.

2. The removed action was commenced in the Supreme Court of the State of New York, Livingston County on November 25, 2015, was served on defendant on March 21, 2016 and defendant's Notice of Removal was filed with this Court on April 20, 2016.

**PARTIES**

3. Plaintiff is a domestic limited liability company with its principal office in this District in the County of Monroe, State of New York.

4. Upon information and belief, defendant is a foreign limited liability company with its principal office in the County of Erie, Commonwealth of Pennsylvania.

**JURISDICTION**

5. This action was removed to this Court pursuant to 28 U.S.C. §§1441(b) and 1446.

6. Venue is proper in the Western District of New York pursuant to 28 U.S.C. §1391 in that the Western District of New York is the judicial district where the substantial part of the events giving rise to the claims occurred.

### **STATEMENT OF FACTS**

7. Plaintiff repeats and realleges each of the allegations contained paragraphs “1” through “9” as if fully set forth herein.

8. Plaintiff was a named insured under a policy of insurance covering the period June 6, 2013 to June 6, 2014 for property damage to premises located at 5693 Dacula Shores Road, Conesus, Livingston County, New York (the “Covered Property”).

9. On or about November 30, 2013, plaintiff’s property suffered water damage at the Covered Property. Plaintiff promptly and timely provided notification to defendant of such loss and filed a claim setting forth the basis for, and amount of, the damage to the Covered Property in the sum of \$73,528.12.

10. On or about June 17, 2014, defendant issued notification to plaintiff of its denial of plaintiff’s claim.

### **FIRST CAUSE OF ACTION**

11. Plaintiff repeats and realleges each of the allegations contained paragraphs “1” through “10” as if fully set forth herein.

12. Defendant breached the terms of its contract of insurance to plaintiff in that it failed and refused to pay plaintiff its damages that were the direct and proximate result of a covered loss to the Covered Property.

13. As a result of the foregoing, defendant is liable to the plaintiff in the sum of \$73,528.12, together with interest from November 30, 2013, costs and disbursements.

WHEREFORE: Plaintiff demands judgment in his favor and against the defendants and requests the award of damages in the form of:

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- a. Damages in the sum of \$73,528.12 plus interest from November 30, 2013;
- b. The costs and disbursements of this action;
- c. And such other and further relief as this Court deems just and proper.

Dated: October 12, 2016

/s/ Raymond C. Stilwell  
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